

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="display: flex; justify-content: space-between;"><div>1</div><div>9</div></div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0002</div>		3. EFFECTIVE DATE <div style="text-align: center;">14-Jan-2004</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET FORT DETRICK MD 21702-9203		CODE <div style="text-align: center;">N62645</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. <div style="text-align: center;">N62645-04-R-0001</div>	
				X		9B. DATED (SEE ITEM 11) <div style="text-align: center;">23-Dec-2003</div>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to answer questions received from offerors, see continuation pages. Closing date remains 22 Jan 2004 at 3:00 pm eastern time.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED <div style="text-align: center;">15-Jan-2004</div>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

The following items are applicable to this modification:AMENDMENT 0002

Question: Since this is a firm fixed price ID/IQ proposal we want to assure we understand all the ground rules as we build our rates for submission. Just for clarity purposes is the government basing the requirements on a 1920-hour work year?

Answer: No general statement about hours per work year can be made. Each Task Order Attachment clearly states whether a position is being purchased on a coverage basis or on an individual basis. See Section C, paragraph C.3 and its subparagraphs.

For positions purchased as coverage, the contractor is responsible for the leave and holiday benefit for the persons providing the coverage, so the annual hours of work for any particular person is the discretion of the contractor (notwithstanding any particular limitations stated in the task order attachment). For coverage positions, the contract provides payment only for hours of work, so it is anticipated that the contractor will amortize the holiday/leave benefit over the paid hours of on-site service.

For positions purchased on an individual basis, the individuals accrue leave at a rate specified in each task order. Leave accrual rates vary by position. The contract provides for payment of on-site work hours and for leave/holidays as specified.

Question: The proposal provides for generous paid time off to include annual, sick, and administrative leave of various sorts. We assume that we must be prepared to fully fund those hours. Is it a correct assumption that we need to build all the paid off time into our basic hourly rate along with our standard employee overhead such as medical, education etc., our administrative overhead and finally profit margin?

Answer: See the answer to previous question.

Question: Paragraph C.3.1.11 discusses forfeiture of leave at certain times. We are concerned that this may not always be legal in every state. Is the government comfortable that this is legal as it puts the contractor in a very bad position if state law precludes forfeiture of leave?

Answer: The Government does not anticipate that leave forfeiture will be a routine occurrence; it should be an exception. Government supervisors routinely take steps to ensure that contractor employees use their accrued leave. Further, contractors share a responsibility for monitoring and managing the leave of their personnel. However, should the offeror perceive a risk associated with potential leave forfeiture, their proposed price should reflect such a contingency. By its contract clause, the Government is neither advising nor encouraging the offeror to violate any law or regulation.

Question: Paragraph C.3.3.4 discusses the use of compensatory time. Being familiar with Department of Labor requirements we are very uncomfortable with this proviso. Under the Fair Labor Standards Act (FLSA) private employers are prohibited from offering non-exempt employees compensatory time in lieu of paying overtime. Is the government certain of the legal basis for this proviso?

Answer: This clause, as it states, is intended for use only in unforeseen emergencies and where patient health would be jeopardized. The reasonable expectation is that personnel who will be required to remain on duty for an emergency situation involving a particular patient will be FLSA exempt. However, should the offeror perceive a

risk associated with potential overtime pay for which they will be responsible, their proposed price should reflect such a contingency. By its contract clause, the Government is neither advising nor encouraging the offeror to violate any law or regulation.

Question: Paragraph C.7.9 Credentialing requirements. Our concern is the timing between the initial task order award, credentials package presentation and the start date. As this is a small business vehicle it must be noted that as a small business we cannot afford to maintain large pools of credentials ready personnel. We need sufficient time to hire the personnel, get them fully credentialed and get the ICF or IPF to the MTF a full 30 days prior to the start date. I guess what I am asking is the anticipated time frames from date of award(s) through the remainder of the process? This would only apply to the initial award, as it is our intent to retain a pool of qualified backfills once the task order is in place. We want to do this properly and credentialing amongst other things is time consuming in the best of venues.

Answer: There is no requirement within this solicitation for an offeror to acquire or maintain a pool of credentials ready personnel prior to award of a task order. The service start dates shown in Section B, Lots 1 through 16 are firm. Numerous factors affect the timing of contract awards, but awards will occur as far in advance of the required start dates as possible.

Question: Paragraph C.8.80 Physician. It is noted that the qualifications do not require board certification. However the individual Service Site Plans (AI, AJ, AK), etc... specifically ask for board certification. Do we assume then that any physician specialist who has successfully completed the required residency and is pending on board certification or awaiting the opportunity for board certification is otherwise eligible to fill the given position or do you require board certification? Just to note that attachment AO requires residency trained only.

Answer: Paragraph C.8 states that all qualification requirements given in Section C may be supplemented by additional specific qualification requirements given in the task order attachment. Paragraph 3 of each task order attachment reiterates the Section C requirement and specifies any additional qualifications that apply to the task order.

Question: Line item 0008 Page 5 of RFP – Travel. Not at all certain what we are bidding. Is the 100 noted hours, trips or what unit of issue? This will be tough to cost out but we will provide a general cost per trip using JFTR guidelines if that is the intent. It has been our practice to bill government actual JFTR costs plus a small administrative fee if that is acceptable.

Answer: Within Section C, paragraph B.11 has two parts. The first part, including Contract Line Items (CLINs) 0001 through 0009, are informational and specify all quantities that may be purchased by the Government during the term of the contract. No pricing information for these CLINs, including CLIN 0008, is required to be submitted at this time. The second part of paragraph B.11, Lots 1 through 16, breaks out the specific services actually being purchased at this time. None of the current requirements include any travel and therefore no travel pricing is required. Pricing information for Lots 1 through 16 is required to be submitted in accordance with the requirements of Section L of the solicitation.

Question: Paragraph H.4. Prior written permission required for subcontracts. It is our intent to bring all personnel on as employees where possible. However, at the provider level this is not always possible. Is this requirement to obtain permission in conflict with the note in block 6 of the DD Form 1707 that indicates this is solely the contractor's choice?

Answer: Paragraph H.4. asserts the **requirement** to obtain written consent of the Contracting Officer if the services required by the contract will be subcontracted or performed by persons other than the Contractor or the Contractor employees. Even if your intent is to bring all personnel on as employees where possible it is understood that at the provider level it may not be possible. If it is necessary or if it is the intent of the prospective offeror to use subcontractors the requirement in Paragraph H.4. would have to be fulfilled and the contractor would have to provide the request for written consent to the Contracting officer. As such, it is not in conflict with the language in Block 6 of the DD form 1707 as this language is **advising** the prospective offeror to investigate the potential tax

consequences if they elect to perform the resulting Contract using subcontractors. While Block 6 is advisory, Paragraph H.4. is a requirement, thus there is no conflict.

Question: Paragraph H.8 a. (2) Automobile liability. Is it expected that the contractor to carry automobile liability or is it satisfactory for the contractor to require each HCW to have auto liability in an amount equal to or greater than the prescribed rates?

Answer: Yes

Question: Paragraph 52.222-42. Not at all certain as to the intent of this paragraph. Is the monetary value expressed wage only or is it a combination of wage and the fringe as prescribed by the Service Contract Act?

Answer: The monetary value expressed in this paragraph are the wage equivalent rates (wage and fringe) for Federal Hires. The intent of this paragraph is to comply with the requirements of the Service Contract Act of 1965 and the Federal Acquisition Regulation. Please note the second paragraph: **THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.**

Question: Attachment AB. Is it the intent that the contractor shows minimum and average wage and fringe for each labor category in each geographic area?

Answer: It is intended for the contractor to follow the instructions in the last sentence of Attachment AB which states: A separate supplemental pricing worksheet for each of the labor categories/CLINS included in this Lot is provided on a separate tab within this file; **each provided tab shall be completed.**

Question: Pensacola: FP

1. What is the average number of patients per day, per provider?

Answer: This number is impacted by the GME program. The FP department consists of 25 interns and residents (who rotate through the other clinical areas as well), 10 staff physicians and 5 staff NP/PA. Fiscal Year 2003 workload for the FP outpatient clinic was 90,450. The contract provider can expect to see one patient every 15 min.

2. The locum providers will see patients down to what age?

Answer: All ages.

Question: Pensacola: Radiology

1. What is the average number of calls received when on-call?

Answer: 3 times / day

2. What is the average number of procedures done per day, per procedure, per provider?

Answer: Ultrasound Techs perform on average 15/day each; Radiologists read on average 50 films/day

3. Will you consider a Board Eligible radiologist within 2 years of training completion?

Answer: No

4. How many radiology technicians are on staff?

Answer: 16

Question: Pensacola: Allergy

1. What is the average number of patients per day, per provider?

Answer: We are unable to provide a response at this time as this is a new service to our facility.

2. Will you consider a Board Eligible allergist within 2 years of training completion?

Answer: No

Question: Pensacola: IM

1. What is the average number of patients per day, per provider?

Answer: 15/day.

2. The locum providers will see patients down to what age?

Answer: Contract providers see patients ranging from age 17 and up.

Question: Pensacola: OB/GYN

1. Will you consider a Board Eligible OB/GYN within 2 years of training completion?

Answer: No

2. What is the average number of calls received with on-call?

Answer: 20-30 calls per day for first call and 4-5 per day for second call.

3. What is the average number of patients per day, per provider?

Answer: 20 scheduled outpatient visits and 4-6 walk-ins.

4. What is the average number of deliveries per month, for the department?

Answer: 30

5. Will the locum provider see high-risk patients?

Answer: Yes

6. What is the percent of C-Sections?

Answer: 22%

Question: Pensacola: ENT

1. How many other ENT's are on staff? Two Technicians?

Answer: Four

2. What is the average number of calls received when on-call?

Answer: 7-10 calls per one-week duty

3. What is the average number of patients per day, per provider?

Answer: 10-12 outpatient visits per day

4. Will you consider a Board Eligible ENT within 2 years of training completion?

Answer: No

Question: Pensacola: EM

1. What is the ER trauma level?

Answer: The Emergency Medicine Task Order is Notional. The offeror shall prepare this task order in accordance with Section L. This information is provided for evaluating potential future price, and impacts the offerors management plan

2. What is the annual volume?

Answer: The Emergency Medicine Task Order is Notional. The offeror shall prepare this task order in accordance with Section L. This information is provided for evaluating potential future price, and impacts the offerors management plan

3. What are the shifts for the physicians?

Answer: The Emergency Medicine Task Order is Notional. The offeror shall prepare this task order in accordance with Section L. This information is provided for evaluating potential future price, and impacts the offerors management plan

Question: Corpus Christi:FP

1. What is the average number of calls received when on-call?

Answer: 2-3

2. What is the average number of patients per day, per provider?

Answer: Providers are generally tasked for 15-minute appointments.

3. Will you consider a Board Eligible FP within 2 years of training completion?

Answer: No

4. The locum provider will see patients down to what age?

Answer: Any age could be seen with concentration over 16 years of age.

Question: Corpus Christi: Pediatrics

1. What is the average number of patients per day, per provider?

Answer: Providers are generally given 15-minute slots.

2. Will you consider a Board Eligible pediatrician within 2 years of training completion?

Answer: No

3. What is the average number of calls received when on-call?

Answer: 4-6

Question: Corpus Christi: IM

1. How many other internists are on staff?

Answer: Currently 2 Active duty.

2. What is the average number of patients per day, per provider?

Answer: Providers are generally given 15-minute slots.

3. Will you consider a Board Eligible internist within 2 years of training completion?

Answer: No

4. The locum provider will see patients down to what age?

Answer: Any age is possible with concentration over 16 years of age.

5. Are there any on-call duties, if so, what is the on-call schedule and the average number of calls received when on-call?

Answer: No, there are no on-call duties written into the task order.

Question: Corpus Christi: Radiology

1. Are there any on-call duties, if so, what is the on-call schedule and the average number of calls received when on-call?

Answer: No, there are no-call duties written into the task order.

2. What is the average number of procedures done per day, per procedure, per provider?

Answer: Very rough estimate is 46 per day.

3. Will you consider a Board Eligible radiologist within 2 years of training completion?

Answer: No

4. How many radiologists are on staff? Radiology technicians?

Answer: Currently there are 2 radiologists and 10 technicians

Question: Corpus Christi: Dermatology

1. Will you consider a Board Eligible dermatologist within 2 years of training completion?

Answer: No

2. How many dermatologists are on staff?

Answer: We have a 0.2 FTE Dermatologist

3. What is the average number of patients per day, per provider?

Answer: All providers are generally given 15-minute slots.

Question: Ingleside:FP

1. Will you consider a Board Eligible FP within 2 years of training completion?

Answer: No

2. Are there any on-call duties, if so, what is the on-call schedule and the average number of calls received when on-call?

Answer: No, there are no on-call duties written into the task order.

3. What is the average number of patients per day, per provider?

Answer: All providers are generally given 15-minute slots.

4. The locum provider will see patients down to what age?

Answer: Any age is possible with the largest concentration over 16 years of age.

Question: Ingleside: Pediatrics

1. Will you consider a Board Eligible pediatrician within 2 years of training completion?

Answer: No

2. Are there any on-call duties, if so, what is the on-call schedule and the average number of calls received when on-call?

Answer: No, there are no-call duties written into the task order.

3. What is the average number of patients per day, per provider?

Answer: All providers are generally given 15-minute slots.

Question: Are there incumbents in this contract?

Answer: Yes, services that, in general, are currently being performed under TRICARE contract Resource Sharing Agreements, although the positions are not strictly a one-for-one substitution for the existing agreements

Question: C.3.1.9 re jury duty. "The health care worker shall be compensated by the contractor for these periods of authorized administrative leave." Unlike other sections of the bid, it does NOT say the government will reimburse the contractor for time off taken for jury duty.

Answer: The first sentence of C.3.1.9 applies. Administrative leave which is granted by Government is paid leave.

Question: C.3.2.1, in part, states: "Contract requirements are not mitigated by inclement weather." This appears to conflict with C.3.3.1 which states, in part, "For unusual and compelling circumstances (e.g., *weather emergencies* (emphasis mine)...." "...the Commanding Officer is authorized to grant administrative leave to the health care worker. The administrative leave may be *compensated* (emphasis mine) leave." Please clarify.

Answer: The decision about closing a facility or service due to inclement weather rests with the commanding officer, not the contractor.

Question: 3.2.3 As written, this appears to be unreasonable to expect that health care workers has to be replaced if they miss more than 2 hours of a scheduled work shift. This would appear to require the contractor to maintain a pool of each and every health care specialty (in each task order) at all times. Please clarify.

Answer: This clause applies to coverage positions. It is anticipated that the contractor normally has a cadre of staff used to fill the coverage schedule.

Question: C.7.9.1 and C.7.9.2. appear to be duplicative in the results they achieve.

Answer: Individual Credentials Files (7.9.1) apply, generally, to physicians and allied health. Individual Professional Files (7.9.2) apply, generally, to nurses.

Question: C-11 discusses travel reimbursement. Is there clarification about how often and under what circumstances travel may be required, to include duration? This will be important information for recruiting and retention purposes.

Answer: Lots 1 through 16 do not include any travel requirements. Future travel requirements will be specified in the applicable task order.

Question: Who and where (i.e., where are services being performed) are the incumbents?

Answer: Lots 1 through 16 represent services that, in general, are currently being performed under TRICARE contract Resource Sharing Agreements, although the positions are not strictly a one-for-one substitution for the existing agreements.

Question: Which of the specialties are new compared to the current contract?

Answer: Lots 1 through 16 represent services that, in general, are currently being performed under TRICARE contract Resource Sharing Agreements, although the positions are not strictly a one-for-one substitution for the existing agreements.

Question: What is pricing of current contract?

Answer: Resource Sharing Agreements are not directly priced, but rather paid through an economic adjustment provision of the TRICARE contracts. Pricing information is not available.

Question: When do you (Navy) expect to award the contract?

Answer: The projected date of award is 27 May 2004.

Question: Minor point, but will communication between contractor and COR be done electronically (email) or is another avenue preferred by the government?

Answer: A variety of communication methods, including email, will be employed.

Question: Will payment for invoices be made by credit card and can we bill semi-monthly?

Answer: At this time personal service contracts cannot be paid via credit card. Invoices will be submitted every two weeks. Further instructions will be included in the task order.

Question: Do we have to bid this solicitation all or none (lots)?

Answer: Please refer to the DD 1707 – "Offerors must propose for the minimum LOTS 0001 through 0016 and the Notional Task Order." Also, Please refer to Section L, paragraph 7.3.d(3).

Question: CLIN for weekends, on-call and holidays?

Answer: Weekend, on-call, and holiday hours are not separately priced in Lots 1 through 16. Costs must be amortized over the required hours.

Question: What about the gap in 2004 (October)?

Answer: No gap exists in 2004. Pensacola services begin in August 2004 (Lots 1 to 6 and 11 to 16) and Corpus Christi services begin in November 2004 (Lots 7 to 10).

Question: What is the age of the contract now in place (4 years)?

Answer: Lots 1 through 16 represent services that, in general, are currently being performed under TRICARE contract Resource Sharing Agreements, although the positions are not strictly a one-for-one substitution for the existing agreements. The individual agreements have been in place for varying lengths of time.

Question: Are any of the requirements of the previous contracts being changed with this solicitation? If so, please state detail changes.

Answer: Lots 1 through 16 represent services that, in general, are currently being performed under TRICARE contract Resource Sharing Agreements, although the positions are not strictly a one-for-one substitution for the existing agreements.

Question: How long does it take to process credentials for new hires?

Answer: Refer to C.7.9.1 and C.7.9.2.

Question: Are all the positions listed in LOTS 1-16 currently filled?

Answer: Lots 1 through 16 represent services that, in general, are currently being performed under TRICARE contract Resource Sharing Agreements, although the positions are not strictly a one-for-one substitution for the existing agreements.

Question: Could you provide pricing for the positions?

Answer: Resource Sharing Agreements are not directly priced, but rather paid through an economic adjustment provision of the TRICARE contracts. Pricing information is not available.

Question: We received the electronic files and they are readable and usable. Will you be sending pre-formatted electronic files for Management Plan and Past Performance, or are we free to format the technical proposal within the guidelines of the solicitation section L?

Answer: The Government will not be sending pre-formatted electronic files for Management Plan and Past Performance. Offerors are to construct their own electronic files using the files extension listed Format the technical proposal within the guidelines of the solicitation.

Question: Will the incumbents names and bill rates be provided as an amendment?

Answer: This information is not available through NMLC since the services are currently being performed under the TRICARE contract Resource Sharing Agreements.

Question: In Section L.7.3.d (3): The solicitation states that “a price must be proposed for each minimum quantity in Section B.11 (Lots 0001 through 0010). However, in reviewing Section B.11, I can only find Lots 0001 through 0010.

Answer: Lots 0011 through 0016 are on pages 10 and 11.

Question: Can you provide information as to how the Licensed Practical Nurses and Registered Nurses in each lot of the solicitation are classified in the wage determinations? Are the LPNs for this requirement classified as Licensed Practical Nurses I, II, or III? Are the Registered Nurses, and Nurse Practitioners classified as Registered Nurse I, II, III, or IV.

Answer: Information about nursing level definitions can be found at <http://www.bls.gov/ncs/ocs/ocs95apb.htm>;

All other terms and conditions of this solicitation remain unchanged.